

### C. PET POLICY

1. Permission to keep or replace a pet is granted at the sole discretion of the Trustees and is subject to the residents' strict adherence to all aspects of this policy. Any owner-occupant who wishes to keep or replace a pet will first obtain the approval of the Trustees and sign a pet agreement. Non-owner-occupants are not allowed to keep pets.

2. No exotic pets or dangerous pets are allowed. Owner-occupants may keep 1 dog, weighing no more than 30 pounds, or 2 cats. Aggressive species of dog; eg., Doberman pincher, pit bull, rottweiler, etc. shall not be allowed. ( Registered handicap dogs are excluded from these restrictions)

3. In making a decision on whether to approve an owner-occupant's request to keep a dog, the Trustees will take into account the dog's temperment and the arrangements the owner-occupant has made for the training and exercising of the dog.

4. Pets shall not be kept, bred or used for any commercial purpose. All pets must be spayed or neutered. All pets must receive all appropriate inoculations and must be maintained in accordance with applicable state and local laws and ordinances.

5. Dogs must wear license tags and all other pets must wear identification tags at all times.

6. Pets must be confined to the owner's unit, must not be allowed to roam free and may not be left unattended in any common area. Pets in transit are to be carried, restrained by leash or placed in an animal carrier. Pets are not allowed in the pool house or pool area.

7. No pet is to be left alone in a resident's unit for a period longer than that which is appropriate for the individual pet's needs. In general, dogs should not be left alone for more than nine hours, and oter pets for more than 24 hours, on a regular basis. When the Board of Trustees has reasonable cause to believe that a pet is alone in a unit and that pet is creating a disturbance, or any other emergency situation appears to exist with respect to that pet, the Trustees will attempt to contact the resident within a reasonable period to remedy the situation. If the Trustees are unable to contact the owner within a reasonable period, the Trustees may enter the unit and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kenne. Any costs incurred will be charged to the pet's owner.

8. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the dumpster. Cat litter must be placed in tied plastic bags and may not be disposed of in toilets.

9. Pet owners are responsible for any direct or incidental damage to common areas caused by their pets.

10. Food will not be left outside where it might attract other animals. Feeding or caring for stray animals is prohibited. Injured or stray animals should be reported to the local animal control

authority for pick up.

11. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

12. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as owner-occupant pets. No pets of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission from the Trustees.

13. Notwithstanding any other provision herein, disabled individuals may keep registered assistance animals in their units.

14. Pet owners shall indemnify The Highlands at Ocean Point Condominiums and hold it harmless against any loss or liability of any kind arising from their pet(s).

#### D. ENFORCEMENT

1. Any resident or managing agent observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the Trustees. If the Board is in agreement with such complaint, the pet owner will be issued a written notice of the violation and a request to take corrective action. The first notice shall include a warning that a second violation will result in the assessment of a \$100 fine.

2. Should a second violation occur, the written notice of said violation assessing the fine shall include the warning that a third violation could result in proceedings to permanently remove the pet from The Highlands at Ocean Point Condominiums.

3. If there is a third violation, arrangements will be made for a hearing before the Trustees. (At the board's discretion, an immediate hearing may be held if the nature of the complaint involves personal injury or the imminent threat thereof). The trustees may require the permanent removal of any pet, if such pet is determined, by the board, to be a nuisance or a danger to the condominium community and its residents. If so determined, the pet owner will have 30 days to remove the pet from the premises.

4. All fines are payable to The Highlands at Ocean Point Condominium Association. Violations are cumulative over a 12 month period. The Board of Trustees also has the authority to assess and collect amounts necessary to repair or replace damaged areas or objects.

## PET REGISTRATION FORM

1. Only owner-occupants may keep pets and must register them with the Board of Trustees. A recent photo of the pet must accompany this form.
2. The registration requirement, including the picture, protects the pet owner as well as other residents. Should a pet get lost, the Trustees or employees of the Association can more easily return it to the registered owner.
3. Completed registration forms must be returned to the Secretary, Board of Trustees of The Highlands at Ocean Point.

Owner-occupant name: \_\_\_\_\_

Owner-occupant address/unit #: \_\_\_\_\_

Owner-occupant phone: \_\_\_\_\_

Cell : \_\_\_\_\_

Dog: Breed \_\_\_\_\_ M/F \_\_\_\_\_ Weight: \_\_\_\_\_

Current license #/city name \_\_\_\_\_

Other pet: \_\_\_\_\_ M / F

Other pet: \_\_\_\_\_ M / F

Description of pet(s), including name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I have read the Rules and Regulations of the Highlands at Ocean Point Condominiums and understand the sections pertaining to pets. I agree to abide by the Rules and Regulations and the Pet Rules set forth by the Trustees, and I agree that if the Board notifies me that my pet has repeatedly been in violation of the Rules and Regulations and/or Pet Rules, I will remove my pet permanently from Association property.

\_\_\_\_\_  
Owner-occupant Signature Date \_\_\_\_\_

Board approval \_\_\_\_\_ Date \_\_\_\_\_